

## NOTICE TO BIDDERS

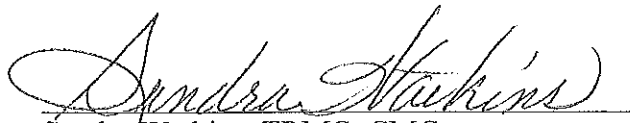
Sealed proposals, in duplicate, marked "**City Messenger**", will be received at the office of the City Secretary, City Hall, 710 E. San Augustine Street, Deer Park, Harris County, Texas, until **2:00 p.m.** on **July 25, 2011** at which time the bids are to be opened and publicly read in the Council Chambers at 2:00 p.m. (per council chambers clock).

The City of Deer Park does not accept faxed bids.

Proposals are to be submitted on bidders own forms including Name of Bidder, Contact and Telephone number. The City reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bid, or part of bid, which it deems advantageous to itself.

BY ORDER OF THE CITY COUNCIL OF DEER PARK, TEXAS

Dated, this 28th day of June, 2011.

  
Sandra Watkins, TRMC, CMC  
City Secretary  
City of Deer Park, Texas

**City of Deer Park  
General Conditions of Bidding**

**NOTICE: FAILURE TO COMPLY WITH THESE CONDITIONS MAY RESULT  
IN BID BEING DISQUALIFIED.**

**1. BIDDING**

- A. All bids must be on blank form furnished by the City of Deer Park, and must be written in ink or by typewriter. Pencil quotations will not be considered. Bids must be filed in duplicate and both copies must be manually signed.
- B. Bids should show net prices, extensions and net total. In case of conflict between unit price and extension, the unit price will govern.
- C. No change in price will be considered after bids have been opened.
- D. Cash discounts **will not** be considered in the award of bids, and all quotations must be on a net basis.
- E. This proposal must not be altered. Any erasure or alternation of figures may invalidate the bid on the item on which the erasure or alternation is made.
- F. Quotations **will not** be considered in cases where bidder quotes more than one price on an item, except where alternate bids are expressly called for.
- G. All bids are for delivery no later than the time stated in the specifications. F.O.B the point of delivery stated in the specifications and/or the bid form.
- H. Bidders are invited to be present at the opening of the bids. After opening the bids, bids may be inspected in the Finance/Purchasing office.
- I. Duplicate copies of bids are customarily referred to the Purchasing Coordinator for recommendations to the City Manager. Wherever possible, such recommendations will be made in time to permit City Council to make award at the meeting next succeeding that in which bids were opened and read.

**2. TAXES**

- A. The City of Deer Park is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City, must submit the proper forms, and the Purchasing Coordinator, if satisfied as to the facts, will approve or issue the necessary certificates.

### **3. AWARD**

- A. The City of Deer Park reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- B. Unless otherwise specified, the City of Deer Park reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.

### **4. DELIVERIES**

- A. Unless otherwise stated in the Bid form or specifications, deliveries must consist only of new and unused merchandise.
- B. Full tare must be allowed and no charges made for packages.
- C. In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City of Deer Park reserves the right to purchase said supplies in the open market and charge the difference, if any, to the account of the Contractor.

### **5. REJECTIONS**

- A. Articles not in accordance with samples and specifications must be removed by the bidder and at their expense. All disputes concerning quality of supplies or equipment delivered under this proposal will be determined by the Purchasing Coordinator or their designated representative.
- B. All articles enumerated in the proposal shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Coordinator who shall have the right to reject the whole or any part of the same.

### **6. BILLING**

- A. All bills are subject to the approval of the Purchasing Coordinator.

## 7. PATENTS

- B. The contractor agrees to indemnify and save harmless the City of Deer Park, the Purchasing Coordinator, and their assistants from all suits and actions of every nature and description brought against them or any other named city representative, for or on account of the use of patented appliances, products or processes and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Coordinator, as necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

## 8. CONDITIONS PART OF BID

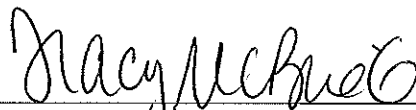
- A. The general conditions of bidding defined herein shall be a part of the attached bid.

## 9. PERMITS

- A. On all construction projects, successful bidder shall obtain the proper permits from the City of Deer Park such as electrical, plumbing and building permits. Permits shall be obtained at **no charge to the contractor**. The contractor shall notify the City of Deer Park for all inspections, which will be made by City inspectors.

## 10. BID VALIDATION

- A. Bid prices submitted shall be valid for a period of not less than 45 days.



Tracy McBride  
Purchasing Coordinator  
City of Deer Park  
Harris County, Texas



## Request for Bid: Deer Park Messenger July 2011

The City of Deer Park is accepting bids from qualified printing companies to provide printing and preparation services for 4 issues of the Deer Park Messenger newsletter. All bids must include printing cost, office supplies, delivery fees, and any other fees that would be incurred with the production and preparation of the newsletter.

### Description of Project

- The City is soliciting for printing and preparation services for 13,800 newsletters each quarter for four quarters (13,800 x 4 = 55,200 total). The contract will include printing, finishing, stapling, addressing, tabbing, sorting, and delivery of the newsletters. The City of Deer Park will pay the cost of all postage for the newsletter mailing. For every quarterly issue, the printing company will be responsible for delivering approximately 10,000 carrier route-sorted newsletters to the Deer Park branch of the U.S. Postal Service at 200 E. San Augustine. It is the responsibility of the printing company to coordinate with the local U.S. Postmaster to ensure the mailing is in accordance with U.S. Postal regulations and to obtain the most current carrier route listing. Currently, the Deer Park branch requires all mailings to be delivered between 9 a.m. and 11:30 a.m., Monday through Friday. The delivery person will be required to get in line and present mailings for verification to a window. Large mailings, such as the Messenger, will need to remain in the delivery driver's vehicle until the acceptance clerk performs the initial verification. If you have any questions, you may contact the Post Office in Deer Park at 281-479-8421. The remaining balance of newsletters shall not be addressed or tabbed. The remaining newsletters shall be boxed, sealed, and delivered to the Deer Park City Hall at 710 E. San Augustine between 8am and 5pm, Monday through Friday.
- The printing company shall be expected to coordinate with the City Manager's Office regarding production issues. City staff will be available to assist the printing company with questions during all steps of the production. The project coordinator for the production of the Deer Park Messenger on City Staff will be Cristina Gossett, Special Projects Coordinator.
- The City shall have the right to provide the printing company with additional printed materials to be inserted into the Deer Park Messenger.
- The City Manager's Office will provide the printing company with a PDF version of the newsletter and an updated Microsoft Excel address list every quarter. The printing company must be capable of receiving large files (10 MB or larger) electronically. Once the PDF file of the newsletter is sent to the printing company, there will be a 10-business day turnaround period for printing, finishing, addressing, and delivery. An electronic printer's proof will be required. If the printing company cannot meet the delivery date, the printing company shall make arrangements with a subcontractor to have the Deer Park Messenger delivered by no later than 3 additional business days from the agreed-upon turnaround period. All costs for

subcontracting the Deer Park Messenger shall be the responsibility of the printing company. If the printing company fails to comply with this agreement, the City of Deer Park will be due a credit in the amount of ½ of the contracted price for printing and preparation of the newsletters. The printing company will not be assessed the above if the delay in the completion of the work was caused by a natural disaster, unusually severe weather, or other major emergency, provided that the printing company shall within three (3) days from the beginning of any such delay notify the City Manager's Office in writing of the cause for delay. The City Manager's Office shall ascertain the facts and the extent of delay, and its findings thereon shall be final and conclusive.

- The City is seeking a printing company to enter into a one-year printing contract, from 9/1/2011 to 8/31/2012 for 4 issues, with the option to extend this contract for one additional year at the same proposed price for initial services upon the discretion of the City of Deer Park. If the printing company does not meet requirements as specified herein at anytime during the contract period, the City of Deer Park shall have the right to cancel the contract within 30 days written notice to the printing company.
- The City of Deer Park requests that qualified printing companies provide costs for the printing and preparation of the Deer Park Messenger as described, as well as bids with cost reducing alternatives. The City will consider alternative finished sizes, format, or paper. Please identify a cost reducing bid as "Alternative" and submit a sample for review with each.

#### **Requirements**

- **Typical Page Length:** Size of newsletter may vary from 20 to 28 pages, depending on content. Please propose on a 20-page edition, plus the additional cost per 4-page increment.
- **Document Specifications:** Corniche 80# Gloss Text or similar. 11 x 17 paper folded to 8.5 x 11 finished size. Document Self cover. 4-color process. 2-sided. No bleed. 2-staple saddle stitched. For mail copies only – folded to 5.5 x 8.5 and tabbed. Any substitutions, changes, variations or suggestions for types of paper or finishing within the bid must be clarified.
- **Quantity:** 13,800 pieces per issue, on a quarterly basis (winter, spring, summer and fall).

#### **Submission of Bid(s)**

- To request a sample of the current Deer Park Messenger newsletter, please contact:

Cristina Gossett  
Special Projects Coordinator  
City Manager's Office  
281-478-2040  
cgossett@deerparktx.org

- Any questions pertaining to this request for bid should be directed to:

Tracy McBride  
Purchasing Coordinator  
Finance Department  
281-478-7228  
tmcbride@deerparktx.org

Cristina Gossett  
Special Projects Coordinator  
City Manager's Office  
281-478-2040  
cgossett@deerparktx.org

- To simplify the review process and obtain the maximum degree of comparability, we request that bids be organized in the following manner:
  - I. Cover Letter
  - II. Table of Contents
  - III. Executive Summary
  - IV. Detailed Work Scope
  - V. Cost and Pricing Bid
  - VI. Sample newsletters from other agencies that have contracted with your firm
- Bid must be received by the City of Deer Park in a **sealed** envelope, marked clearly with **BID FOR DEER PARK MESSENGER** on the outside of the envelope, by 2:00 p.m. CST on Monday, July 25, 2011. **LATE BIDS WILL NOT BE ACCEPTED, NO EXCEPTIONS.** All bids must be submitted to:

City of Deer Park  
Attn: Sandi Watkins  
710 E. San Augustine  
Deer Park, Texas 77536

- The City of Deer Park reserves the right to reject any bid which does not comply with the requirements of this request for bid. Selection of the bidder will be made solely by the City of Deer Park on criteria determined by the City of Deer Park.

**LETTER OF INTENT AND  
BID SUBMITTAL FORM**

**“One (1) year contract (option for another year) for City Messenger Printing”  
09/01/2011 – 08/31/2012**

Purchasing Coordinator  
City of Deer Park  
710 East San Augustine  
Deer Park, Texas 77536

I, \_\_\_\_\_, (Company) have reviewed the bid specifications and proposed contract with the City of Deer Park.

I herein agree to abide by the terms of the Bid Specifications and herein submit the attached bid proposal.

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Quantity: 13,800 per issue, on a quarterly basis

Price per page for 20 pages: \_\_\_\_\_

Price per page for an additional cost per 4-page increment: \_\_\_\_\_

Description: Printing of the City Messenger

**Total:** \_\_\_\_\_

It is understood and agreed that the above described, item, material and / or equipment, shall carry the standard warranty of the manufacturer and be delivered on site in accordance with the attached specifications.

The undersigned certifies that the bid price contained in the foregoing proposal has been carefully checked and is submitted in duplicate.

\_\_\_\_\_  
Business Mailing Address

\_\_\_\_\_  
Authorized Representative's Signature Name

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Authorized Representative's Printed Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date